To the Honorable the Justices of the Circuit Court of the United States, for the District of Massachusetts.

Charles Magnus, of the City, County and State of New York, Stationer and Publisher, brings his bill against Louis Prang of Boston, of the District aforesaid, Lithographer, and D. C. Fabronius, also of Boston aforesaid, Lithographer.

And thereupon your orator Complains and shows unto your Honors, that in the year One Thousand, Eight Hundred and Sixty-one, E. Sachse of Baltimore, in the State of Maryland, Lithographer, doing business under the name and style of E. Sachse & Co, drafted, designed, etched, lithographed, printed and published an engraving or lithographic print entitled "Fortress Munroe, Old Point-Comfort, and Hygeia Hotel, Va", a copy whereof, marked "A", is filed herewith and made part hereof; the title of which said engraving or lithographic print was duly entered for securing of the Copyright thereof, by the said E. Sachse & Co according to the act of Congress, on the fifteenth day of May, in the year

One Thousand, Eight Hundred and Sixty-one, in the Clerk's office of the District Court of the United States for Maryland District, as by the record of such entry remaining in the said Clerk's office fully appears. And your orator avers that thereupon the said E. Sachse, for and on behalf of the firm of E. Sachse & Co did all other acts and things required by law for the securing of his and their said Copyright in the engraving or lithographic print aforesaid.

And your orator further shows that afterwards, towit, on the said fifteenth day of May in the year aforesaid, the said E. Sachse & Co. by their deed and assignment duly sold, assigned and conveyed to your orator all their right, title and interest in and to their said Copyright of the engraving or lithographic print aforesaid; and thereupon your orator as proprietor of the said Copyright has continued to publish and sell the said engraving or lithographic print exclusively of all other persons until the committing of the grievances hereinafter complained of.

And your orator further shows, that the exclusive right to draft, design, etch, lithograph, print, publish and sell the engraving or lithographic print

aforesaid, and the whole and every part thereof was and is vested in your orator; that your orator has expended large sums of money in preparing and printing said engravings or lithographic prints, and has always had and still has a sufficient number of copies of the same on hand for sale to the public at a reasonable price and has always received and still ought to receive the profits thereof.

Nevertheless the said Louis Prang & Co, and the said D. C. Fabronius, contriving and intending to injure your orator, without the license or consent of your orator on the tenth day of June in the year One Thousand, Eight Hundred and Sixty-one, did wrongfully and in violation of the rights of your orator, engrave, etch, lithograph or otherwise prepare, print, publish and sell, divers, to wit, two thousand (2000) copies of an engraving or lithographic print, entitled "Old Point Comfort, bird's eye view of Fortress Munroe", a copy whereof, marked "B" is filed herewith, and made part hereof; which said engraving or lithographic print is substantially a copy of the engraving or lithographic print hereinbefore referred to, marked "A"; and is a violation and infringement of the aforesaid Copyright of the said engraving or lithographic print marked "A"

And your orator further informs the Honorable Court, that as soon as he was aware of the said violation and infringement of the Copyright aforesaid, he notified the said Prang and the said Fabronius thereof, and informed them of your orator's intention to pursue his legal remedy in the premises; and your orator had well hoped that they would desist from the further violation and infringement of said Copyright: but the said Prang and the said Fabronius still continue in the said violation and infringement.

And your orator further shows, that in consequence of the said Prang and the said Fabronius having so copied, lithographed, exposed to sale and sold, and of their continueing to expose to sale and sell, copies of the engraving or lithographic print hereinabove referred to marked "B"; the sales of your orator's said lithographic prints or engravings have been hindered and rendered less in number than they would otherwise have been; and that your orator will suffer a still greater diminution of his sales and a still greater loss of his lawful and rightful profits on his said engravings or lithographic prints, if the said engravings or lithographic prints hereinbefore complained of, shall continue to be sold or exposed

to sale by the said Prang or the said Fabronius, or by any other person.

All which acts and doings of the said Prang and the said Fabronius are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises. In Consideration whereof, and forasmuch as your orator is without adequate remedy, save in a Court of Equity, your orator prays this Honorable Court, to issue a writ of subpoena in due form of law, and according to the course of this Honorable Court, directed to the said Prang and the said Fabronius, commanding them at a certain day, and under a certain penalty to be therein specified, to appear before this Honorable Court, to answer upon oath all and singular the matters and things hereinbefore set forth and complained of, and especially to answer and set forth,

I. Whether they have sold any and how many copies of the said engraving or lithographic print marked "B", and at what prices, and how many copies thereof they or their agents have now on hand?

II. Whether the said engraving or lithographic print marked "B" was not substantially adopted and copied from the engraving or lithographic print marked "A" to which reference has hereinabove been made?

III. Whether your orator is not the proprietor of the Copyright of the engraving or lithographic print hereinabove refered to, marked "A" and entitled "Fortress Munroe, Old Point Comfort, and Hygeia Hotel. Va"?

And that the said Prang and the said Fabronius may be restrained by injunction from lithographing, selling or exposing to sale, or causing, or being in any way concerned in the lithographing, selling, or exposing to sale, or otherwise disposing of any other copy or copies of the engraving or lithographic print hereinbefore complained of; and that they be ordered to render an account of the copies of the same that have been sold, and to pay over the profits of such sales to your orator: and that they be ordered to surrender and deliver up to your orator, all the copies of the engraving or lithographic print that they or their agents now have on hand, and also the plate, stone or other substance from which said lithographs are or were printed or lithographed, and be decreed to pay to your orator his costs in this suit: and that the exclusive right and privilege of your orator to print, lithograph, publish and sell his said engraving, and the matters hereinbefore charged to have been piratically taken from him as aforesaid, may be established, and that your orator may

III. Whether your orator is not the proprietor of the Copyright of the engraving or lithographic print hereinabove referred to, marked "A." and entitled "Fortress Munroe, Old Point Comfort, and Hygeia Hotel, Va"?

And that the said Prang and the said Fabronius may be restrained by injunction from lithographing, selling or exposing to sale, or causing, or being in any way concerned in the lithographing, selling, or exposing to sale, or otherwise disposing of any other copy or copies of the engraving or lithographic print hereinbefore complained of; and that they be ordered to render an account of the copies of the same that have been sold, and to pay over the profits of such sales to your orator; and that they be ordered to surrender and deliver up to your orator, all the copies of the engraving or lithographic print that they or their agents now have on hand, and also the plate, stone or other substance from which said lithographs are or were printed or lithographed, and be decreed to pay to your orator his costs in this suit; and that the exclusive right and privilege of your orator to print, lithograph, publish and sell his said engraving, and the matters hereinbefore charged to have been piratically taken from him as aforesaid, may be established, and that your orator may

have such other and further relief in the premises as to this Honorable Court may seem meet, and as the nature and circumstances of the case may require

Geo. W. Copeland, (signed) Charles Magnus.
Solicitor. Copy to them

United States of America, } SS.
SOUTHERN DISTRICT OF NEW-YORK,

I, **KENNETH G. WHITE**, Clerk of the Circuit Court of the United States of America for the Southern District of New-York, Second Circuit, **Do hereby Certify**, that I am well acquainted with the handwriting of C. Edwards — whose name is subscribed to the annexed Jurat — and that the signature to the same is in his proper handwriting. **And I do further Certify**, that he was at the time of signing the same a United States Commissioner, duly appointed by the Circuit Court of the United States of America for the Southern District of New-York, Second Circuit.

In Testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said Circuit Court, this twenty fourth day of June — in the year of our Lord one thousand eight hundred and sixty one and of the Independence of these United States the eighty-fifth —

Kenneth G. White Clerk.

52 Oct 1824

In Eq.

Charles Magnus

Louis Prang et al

Recorded
D. 1. S.

E. D. U. S. Mass. Dist

June 27. 1861. Filed
Subp. ifp. Rob. Aug. Rules
Sum. " " June 29. 10 A.M.

attest D. W. Pierce Clerk

C. Magruder
v.
L. Pierce et al

Interlg

Demurrer to discovery &c

C. C. U. S. Marsh Desk
Sept 2 1861. Filed in the
Clerks Office
Attest A. H. Miller Clerk

U. S. Circuit Court } In equity.
Massachusetts District } May 9. 1865.

—

Charles Magnus v. Louis Prang & al

—

The demurrer of Louis Prang and C. Fabronius defendants to part of the bill of complaint of Charles Magnus complainant.

These defendants by protestation, not confessing or acknowledging all or any of the matters and things in said bill contained, to be true in such manner as is or ought to be answered unto by these defendants, as to so much of said bill as prays for discovery of sales of prints by the defendants and for an account thereof, and to be answered unto the complainant of prints and lithographic plates or stones, the defendants demur, because such discovery if made would or might subject them to penalties under the copyright laws of the United States, and for the judgment of the court whether they are required to answer the same; and as to so much of said bill as demands the surrender to the complainant of prints and lithographic plates or stones, they demur because such surrender, if proper to be made by the defendants, is required only by way of forfeiture

to be pursued in an action at law under the Acts of Congress in such cases made and provided, and cannot rightly be heard herein, upon which the judgment of the Court.

L. Trang
D. C. Fabronius

U.S. Circuit Court
Dist. of Massachusetts } Sept 2d 1861

Then personally appeared the said Louis Trang and D.C. Fabronius and made oath that the foregoing demurrer is not interposed for delay.

Before me
C Curtis Jr
U.S. Commr

I certify that in my opinion the foregoing demurrer is well founded in point of law

Charles Browne
Counsel for Defs

C. Magnus
v.
L. Praug Ad

In Equity

Answer

C. C. U.S. Mass. Dec.
Sept. 2. 1861. Filed in the
Clerks Office
Attest

Clerk

U.S. Circuit Court — } In equity.
Massachusetts District } May Term 1861.

—

Charles Magnus vs. Louis Prang & al.

—

The answer of Louis Prang and D. C. Fabronius, Defendants, to the bill of complaint of Charles Magnus, complainant.

The said Defendants reserving to themselves all right of exception as to the matters contained in said bill, for answer thereto or so much thereof as they are advised it is material to be answered, say.

That they know not and have not been informed save by the complainant's said bill, and cannot set forth as to their belief or otherwise, whether E. Sachse therein mentioned, drafted, designed, etched, lithographed, printed or published the engraving or lithographic print therein mentioned and of which a copy is therewith filed marked "A", or whether the same was duly entered for securing the copyright thereof as in the bill alleged, before or after the publishing thereof, or whether the other acts and things required by law for securing said copyright were thereafter done, as alleged in the bill, and require the complainant to prove the same.

And the Defendants further answering upon information

and belief deny that said copyright if duly obtained was duly assigned and conveyed to the complainant as is now or was at the time of filing the bill his property as alleged, and require him to produce the instrument under which he claims to own the same and submit the same to the inspection of the defendants, and the instruction of this court.

And the defendants notwithstanding that they have lithographed, printed and sold any engravings or lithographic prints like that filed by complainant and marked "B", deny that the same is substantially a copy of that filed by complainant and marked "A", or is of a character to injure his sales of his said prints like that marked "A", the ~~print~~ print marked "B" being as compared with that marked "A" much cheaper and adapted to an entirely different class of purchasers

And the defendants further answering say that for the reasons hereinbefore appearing they are informed and believe that the complainant has no right to maintain his said bill of complaint, and pray that all the material questions of fact arising in this answer may be tried by a jury under the direction of this Honorable Court

~~And the defendants after full and complete answer to the bill~~

~~purpose for a decree of sale of said property and for~~
~~such other and further relief as to this Court may seem~~
~~proper in the premises, as by reference to said Bill of~~
~~Complaint will more fully appear. And the said~~
~~Defendants having been duly served with process~~
~~requiring them to appear and answer the said Bill~~
~~of Complaint, and having failed to do so, the said~~
~~Bill was taken pro confesso as to them, and the~~
~~cause was set down for hearing upon the said Bill~~
~~and the exhibits thereto attached, and upon the~~
~~motion of Solicitor for Complainant, it is ordered~~
~~that the Master to whom this cause may hereafter be~~
~~referred do take proof of the material allegations~~
~~of said Bill and report the same to this Court.~~

U.S. Circuit Court, Sept 27 1861
Filed in office this 27th day of Sept 1861
Wm Butterworth Clerk
By Thos. P. Carey Deputy

And the said Respondents, Johnson, Lynch and Brown, by their Solicitor, come and say that they cannot make true answer to the said Bill of Complaint, and they pray to be hence dismissed with their costs.

L. Trapp.
D. C. Johnson

C. Brown
of Counsel for Respts.

U. S. Circuit Court
Sept 27 1861
Filed in office this 27th day of Sept 1861
Wm Butterworth Clerk
By Thos. P. Carey Deputy

United States Circuit Court. District of Massachusetts. May T. 1861.

Magnus v. Prang in Eq.

It is hereby agreed that in the above entitled matter, a temporary injunction may be issued restraining the Respondents from printing or selling, or causing to be printed or sold any copies of the lithographic print complained of in the Bill filed in said Court by the said Plaintiff until further order from the Court, the Respondents not hereby waiving any defense open to them at the final hearing of said cause. — 19 July 1861.

Browne & Maynadier

Sol^rs for Defts —

In Eq

Magnus & Penny

Agreet for Injunction

C.C. U.S. July 19.
1861. Injunction ordered
W.W. Fuller Clerk

Albemarle Court
Mag. Dist. } Oct. 7. 1864

Magnus v. Young et als.
In equity.

It is agreed that this case
be entered Settled.

Oct. 7th/64.

Brown & Hay, pro dm
Solrs. for Pltff.

Geo. N. Copeland,
Solrs. for Complainant.

52

Magnus in eq.

vs.

Bang et al.

Appeal for
U.S.

U.S.C.C.
Mass Dist } Oct 27 '64
Filed in Clerks Office
Att: N.J. Clifford
elk

UNITED STATES OF AMERICA.

Massachusetts District, ss.

To Louis Prang of Boston - Lithographer.
and D. C. Fabronius of Boston - Lithographer.
both of said District —

GREETING.

FOR CERTAIN CAUSES, offered before the Circuit Court of the United States of America, for the first Circuit, within and for the Massachusetts District, as a Court of Chancery, WE COMMAND AND STRICTLY ENJOIN YOU, laying all other matters aside, and notwithstanding any excuse, that you personally be and appear before our said Circuit Court, at the Rules, to be holden at the Office of the Clerk of our said Court, in Boston, in said District, on the first Monday, being the fifth day of August next, to answer concerning those things, which shall then and there be objected against you by Charles Magnus, of the City, County and State of New York — and particularly to his Bill of Complaint this day filed in our said Court against you —

and to do further and receive that which our said Curcuit Court shall consider in this behalf. And this you are in no wise to omit, under the penalty of two thousand dollars And have you there this writ.

Witness, the Honorable Roger B. Taney *at Boston,*
this twenty second *day of* June *A. D.* 1851, *in*
the ~~seventy~~ Eighty fifth *year of the Independence of the United States of America.*

J. W. Fuller
Clerk.

MEMORANDUM. The defendant is to enter his appearance in the suit in the Clerk's Office on or before the day at which the writ is returnable, otherwise the bill may be taken pro confesso.

United States of America,
MASSACHUSETTS DISTRICT, SS.

Boston June 27. 1861.

I hereby certify, that I have notified the within named Thanksgiving Tabernacle by giving each of them in hand attested and a attested copy hereof.

John S. Keyes
U.S. Marshal.

Service — $4
2 copies — 2
Mar 1.50
$6.12

United States
Marshal.

In Equity,

Edwards et al

VERSUS

Louis Perry et al

70

SUBPŒNA,

RETURNABLE, at August RULES,
To wit, at August 5th A. 1861

Geo M. Stetson
for Pltff

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT, ss.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

To Louis Prang of Boston in said District and D. C. Fabronius of said Boston, Lithographers

Your Agents and Servants, GREETING.

WHEREAS Charles Magnus of the City, County & State of New York - Stationer & Publisher

has exhibited his Bill of Complaint before the Justices of our Circuit Court of the United States for the First Circuit, begun and holden at Boston, within and for the District of Massachusetts, on the fifteenth day of May A. D. 1861, against you the said Louis Prang & Co. Co. Fabronius

praying to be relieved touching the matters therein complained of, and whereas, by an Order from said Court, made on the nineteenth day of July A. D. 1861, it was ordered that a Writ of Injunction issue under the Seal of the said Court, to restrain you, and each and every of you, from doing all the matters and things from the doing of which you are prayed to be restrained in said Bill, according in full with the prayer of said Bill.

WE therefore, in consideration thereof, ENJOIN AND COMMAND you, each, and every of you that from and immediately after the receipt and notice of this our Writ, by you, or any of you, you shall not print, sell or cause to be printed or sold any copy or copies of the Lithographic print complained of in said Bill entitled "Portrait Monroe, Old Point Comfort & Hygeia Hotel Va" — until the further Order of this Court in the premises

WHEREOF you are not to fail on pain of ten thousand dollars, to be levied on your and each of your goods, chattels, lands and tenements, to our use.

Witness the Honorable Roger B Taney, at Boston, this Nineteenth day of July in the year of our Lord one thousand eight hundred and Sixty one

S. H. H. Fuller **Clerk.**

United States of America,
MASSACHUSETTS DISTRICT, ss. } Boston July 20 1861

I HEREBY CERTIFY that I have notified the within named respondent Prang by giving him in hand at two and attested copy hereof and on the 22 day of July 1861. I notified the within named Fabronius by giving him in hand at two and attested copy hereof.

G Warren
Deputy Marshal

2 Services Thos $4.12
2 Copies 2
$6.12

87

Prang
vs.
Bourg & al.

IN EQUITY.

WRIT OF INJUNCTION.

Charles C Brown Attorney

District of Maryland, to wit

Be it remembered That on this fifteenth day of May Anno Domini 1861. E. Laghse & Co. of the said District have deposited in this Office the title of a Lithographic Print the title of which is in the words following to wit.

Fort Monroe, Old Point Comfort and Hygeia Hotel - Va.

The right whereof they claim as Authors in conformity with an Act of Congress entitled "an Act to amend the several Acts respecting Copyrights."

Jno Spicer Clk of the Dist

On this fifteenth day of May anno Domini 1861. the Undersigned sold there Copyright for above mentioned view of Fort Monroe, Old Point Comfort and Hygeia Hotel to Charles Magnus of the city of New York who is hereby authorized to publish the same and hold the above United States Copyright exclusively. E. Laghse & Co.

Ch. Magnus Jr Esq
Vs
Louis Prang et. al.

Copyright title &c.

C. C. U. S. Mass. Dist.
Oct. 2. 1861. Filed in
the Clerks office
Attest
J. W. Thomas Clerk

United States of America.

Massachusetts District, } ss.

The President of the United States of America,
To the MARSHAL *of the Diſtrict of* MASSACHUSETTS, *or either of his Deputies,*

GREETING:

WE COMMAND YOU that you ſummon

Louis Prang of Boston - Lithographer
and C. C. Fabrobins of Boston Lithographer
both of said District

(if ~~the~~ ~~y~~ may be found in your precinct)

to appear before the Circuit Court of the United States, to be holden at *Boſton*, within and for the *Maſſachuſetts* Diſtrict, on Twenty ninth day of June next — at ten o'clock, A, M., then and there to ſhow cauſe, if any ~~they~~ have why an Injunction ſhould not iſſue againſt ~~them~~ as prayed for in the Bill of Complaint of Charles Magnus, of the City, County and State of New York, Stationer and Publisher.

HEREOF FAIL NOT, and make due return of this Writ, with your doings thereon, unto our said Court.

Witness, *the Honorable* Roger B. Taney *at Boſton aforeſaid, the* twenty seventh *day of* June *in the year of our Lord one thouſand eight hundred and* ~~fifty~~ Sixty One

J. W. Fuller *Clerk.*

United States of America,
Massachusetts District, ss. } Boston June 27. 1861.

Pursuant hereunto I have summoned the within named Prang & Bahonius by giving each of them in hand a true and attested copy hereof.

John S. Keyes } United States Marshal,
Massachusetts District.

2 Services $4.
Copies 2
Mar 12
$6.12

7.

IN EQUITY,

Edward Clapp

vs.

Louis Prang et al

SUMMONS TO SHOW CAUSE.

Returnable June 29th 1861

Geo M. Copeland
for Pltff

Copy of bill in
copyright case of
Magnus v. ——
commenced on Thursday
Please return
the copy by 1 o'clock —
C Browne

U. S. Circuit Court
Massachusetts District
} In Equity

Magnus v. Pauly et al

Defendants time for filing defense to the motion for preliminary injunction being extended to and including Monday 8 July 1861 it is agreed that no proofs of the facts complained of in the bill shall be taken on the part of the defendants in the mean time

Browne & Pierce
Solicitors for defts

Magnus vs Prang et als

Agreement extending time
to July 6. 1861 to file depositions

C. C. U. S. Washington
July 6. 1861 — Filed in the
Clerks Office
Attest

Celeste

U. S. Circuit Court
District of Massachusetts

Magnus v. Prang — In Equity

It is agreed in consideration of the time for filing defence to motion for preliminary injunction being extended to & including the 18 July 1861 that in the mean time the defendant shall not sell any of the prints complained of

Monday 8 July 1861.

Brown & Mcqueen
Sol's for def't

Thomas D. Prange

Agreement

C. C. U. S. Mass Dist
July 10. 1861 Selected
the Clerks Office
Attest

Clerk

I E. Sachse one of the firm of E. Sachse & Co. of Baltimore in the State of Maryland, being on oath state that on the Seventh day of November A. D. 1860, I visited Fortress Monroe Va.; that then and there I made drawings from which I subsequently lithographed the engraving or lithographic print entitled "Fortress Monroe Old Point Comfort and Hygeia Hotel Va."; that I obtained in accordance with the laws of the United States, on the fifteenth day of May A.D. 1861, a copyright for said engraving or lithographic print; that on the last-mentioned day I sold said copyright to Charles Magnus of New York, in the state of New York;

That I have examined an engraving or lithographic print entitled "Old Point Comfort, Birds Eye View of Fortress Monroe" published by L. Prang & Co. of Boston in the state of Massachusetts, and purporting to have been drawn and

and lithographed by one Fabronius of said Boston, and I have no doubt but that the engraving or lithographic print last referred to was copied from and is a copy of the engraving or lithographic print drawn and lithographed by myself and first referred to above.

Test. John Mason (Signed) E. Sachse.

United States of America
District of Maryland ss

Be it remembered and it is hereby certified that on this 9th day of July 1861 before the undersigned a Commissioner of the Circuit Court of the United States for the Fourth Circuit in and for the Maryland District, personally appeared E. Sachse and signed the foregoing deposition in my presence and made oath solemnly to and that the matters & things set forth & stated in the aforegoing deposition are true.

In testimony whereof I have hereunto set my hand & affixed my seal at the City of Baltimore in the District of Maryland this 9th day of July 1861

John Mason

Magnus S. Ramsdell

Affdt.

Affidavit may be filed as part of Pl.'s case on mo. for preliminary injunction

Browne & Mayo for Pl.

July 19 1861 Filed
Alex. W. Fuller Clerk